

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**2017 SOFTWARE OPERATION AND MAINTENANCE CONTRACT
TJJD CONTRACT NUMBER CON0000699**

This contract is effective **January 1, 2017**, and is by and between the **Texas Juvenile Justice Department**, hereinafter **TJJD**, and the **Texas Conference of Urban Counties, Inc.**, hereinafter **Service Provider**, for the provision of software operation and maintenance. This contract expires on **December 31, 2017**, and is identified as **TJJD CONTRACT NUMBER CON0000699**.

TJJD and Texas Juvenile Probation Departments (JPD singular or JPDs plural) have entered into Interlocal Cooperation Contracts (ICC singular or ICCs plural) for use of a statewide juvenile information system (**Exhibit A**) pursuant to the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, in order that TJJD participate in and assist the JPDs in creating, operating, and maintaining the use of a statewide juvenile information system for the purposes described under Texas Family Code Section 58.403.

Juvenile Case Management System (JCMS) Basic (JCMS.Basic) is TJJD's current web-based module software for the above-referenced statewide juvenile information system and is being operated, maintained, supported, and enhanced by Service Provider as part of a TechShare.Juvenile – JCMS.Basic system. This contract shall supersede any and all prior contracts or agreements with Service Provider with regard to the operation, maintenance, support, and enhancement of JCMS.Basic.

This contract is entered into under the authority of Texas Government Code Section 58.403 for the mutual considerations described herein.

SECTION I: SERVICE PROVIDER

Service Provider agrees to the following:

1. Service Provider will operate, maintain, support, and enhance JCMS.Basic with the understanding that it is doing so only as provided in this contract and that all prior, current, and updated versions of JCMS.Basic are the intellectual property of TJJD. This contract does not alter, divest, or impair any of TJJD's rights with respect to the intellectual property composing JCMS.Basic and TJJD owns the right to all intellectual property constituting and pertinent to JCMS.Basic. This includes, but is not limited to, the right to obtain the current version of the JCMS.Basic source code upon request from Service Provider and the unrestricted right to use and modify JCMS.Basic should it no longer be used in conjunction with Service Provider's services.
2. Except for break fixes and service patches that do not significantly alter functionality or performance of JCMS.Basic, Service Provider will not modify JCMS.Basic without the approval of TJJD. TJJD's approval will be obtained through Service Provider's user group and TechShare.Juvenile Stakeholder Committee* processes.
*TechShare.Juvenile Stakeholder Committee: is not a party to this contract; it is a term of art used by Service Provider to refer to an internal committee that is charged with managing functionality and scope of the TechShare.Juvenile – JCMS.Basic system,

implementing technical standards as may be necessary or desirable, and developing annual work plans and corresponding budgets and recommending those to the TechShare Oversight Committee (discussed below). TJJD will have a representative on the TechShare.Juvenile Stakeholder Committee to ensure TJJD's interests in JCMS.Basic are represented and preserved.

3. Service Provider will utilize the juvenile data provided for JCMS.Basic (JCMS.Basic data) with the understanding that it is the exclusive property of the JPD that collected, created, or generated the data.

4. Production Operations

- a. Service Provider shall establish and maintain a shared computer environment designed to operate JCMS.Basic and will provide, either directly or via contract, technical services and technical support staff capable of sufficiently operating this environment.
- b. JCMS.Basic will be installed, operated, and accessible from TJJD and all participating JPDs.
- c. Service Provider will ensure technical connectivity to the production environment is maintained and operating as expected as outlined in the TechShare.Juvenile JCMS.Basic System Support Plan (**Exhibit B**) and the TechShare.Juvenile and JCMS.Basic System Response Time and Throughput Requirements (**Exhibit C**).
- d. The production environment shall be available for use seven days per week and 24 hours per day except for scheduled maintenance and service periods, for which advance notice shall be provided.
- e. Support will be provided in accordance with the TechShare.Juvenile JCMS.Basic System Support Plan, the current version of which is attached as **Exhibit B**.
- f. Service Provider will diagnose and correct defects in the production environment in accordance with the following service levels:
 - (i) Severity Level 1 – Critical, defined as a problem or outage that directly impedes a user JPD's ability to carry out essential business functions.
 - A. Response provided within two (2) hours for all Severity Level 1 issues.
 - B. Resolution by continuous work until resolved by either permanent fix or temporary fix that allows the user JPD to resume essential business functions.
 - (ii) Severity Level 2 – Urgent, defined as an issue or problem that hampers a user JPD's use of a function, but does not prevent the JPD from carrying out essential business functions. Deemed a high priority item for attention.
 - A. Response provided within two (2) Calendar Days for all Severity Level 2 issues.
 - B. Resolution by continuous work until resolved with either a temporary fix or patch or permanent resolution that allows the JPD to resume normal operation of essential business functions.
 - (iii) Severity Level 3 – Normal, defined as a defect or issue that, if corrected, would improve the use or functionality of the system. Deemed as a low priority.
 - A. Response provided within five (5) Business Days for all Severity Level 3 issues.
 - B. Resolution based on joint planning to determine when to apply temporary fix or patch or permanent solution to address issue.
- g. Service Provider has the authority to make all necessary decisions to interpret severity levels and service levels.

- h. If TJJD disagrees with a severity level or service determination made by Service Provider, TJJD may request a conference, to occur as expeditiously as reasonably possible for the parties, between the TechShare Program Director and the IT Director of TJJD (or designee) for the purpose of discussing the severity level or service determination and attempting to resolve the disagreement.
 - i. If the conference does not resolve a disagreement regarding a severity level or service level determination made by Service Provider, TJJD may have its TechShare.Juvenile Stakeholder Committee Representative contact the Chairman of the TechShare.Juvenile Stakeholder Committee for the purpose of appealing the determination.
 - (i) The Chairman of the TechShare.Juvenile Stakeholder Committee shall call for a TechShare.Juvenile Stakeholder Committee meeting to discuss the appeal as expeditiously as reasonably possible for members of the TechShare.Juvenile Stakeholder Committee.
 - (ii) The decision of the TechShare.Juvenile Stakeholder Committee shall be final.
 - j. As requested by the TechShare.Juvenile Stakeholder Committee and approved by Service Provider's TechShare Oversight Committee*, Service Provider may approve changes to the TechShare.Juvenile JCMS.Basic System Support Plan, and any such revised version shall automatically be substituted for the preceding version and will replace **Exhibit B** in this contract through contract amendment. In the event of unexpected changes to costs associated with the TechShare.Juvenile JCMS.Basic System Support Plan, the TechShare.Juvenile Stakeholder Committee shall suggest revisions to permit compliance within the approved budget.
- * TechShare Oversight Committee: is not a party to this contract; it is a term of art used by the Service Provider to refer to an internal committee that oversees TechShare projects or resources.

5. Software Maintenance

- a. Service Provider will maintain JCMS.Basic to comply with defined response time and throughput requirements (see attached **Exhibit C**).
- b. As requested by the TechShare.Juvenile Stakeholder Committee and approved by Service Provider's TechShare Oversight Committee, Service Provider may approve changes to the TechShare.Juvenile and JCMS.Basic System Response Time and Throughput Requirements (**Exhibit C**), and any such revised version shall automatically be substituted for the preceding version and will replace **Exhibit C** in this contract through contract amendment. In the event of unexpected changes to cost associated with the TechShare.Juvenile and JCMS.Basic System Response Time and Throughput Requirements, the TechShare.Juvenile Stakeholder Committee shall suggest revisions to permit compliance within the approved budget.

6. Functional and Technical Support

- a. Service Provider will ensure that a defect and issue tracking system is utilized to capture and track actions taken for reported issues and defects.
- b. Service Provider shall track and analyze reported functional and technical defects or issues, work to identify the root cause, and develop/implement needed modifications to mitigate the reported issue.
- c. TJJD staff will be provided access to record information about identified defects and issues and to review progress regarding such reported issues.

7. Software Enhancements

- a. Software maintenance includes modifications as required by statute or administrative rule and/or to keep the system features and functions evergreen by continual enhancement as defined within the Product Backlog. The Product Backlog may be accessed through the following website address:
<https://confluence.icms-tx.org/confluence/display/JTDA/2017+Product+Backlog>.
- b. As the TechShare.Juvenile product owners approve additional items for development or change priorities, the TechShare.Juvenile Stakeholder Committee will approve revisions to the Product Backlog to reflect the additional items and priorities. The updated Product Backlog will be posted to the link above.

8. Stakeholder Participation

TJJD staff will participate as a full member of any Service Provider established oversight body charged with defining the overall direction and priorities of JCMS.Basic and will have voting privileges commensurate with other members.

9. Product Owner Participation

TJJD staff will participate as a full member of any Service Provider established product owner group and shall have the same rights and privileges as all other members.

10. Access to Source Code

Service Provider will maintain a source code repository and provide TJJD technical staff continued access to the source code for JCMS.Basic, as well as access to any other software needed to compile and/or build the executable application, including system supporting data such as data tables and the like. If Service Provider does not make source code available, TJJD is entitled to injunctive relief compelling production of source code at Service Provider's expense.

11. Service Provider will submit invoices to the TJJD Claims Department via email at tjjdinvoice@tjtd.texas.gov and/or via regular mail at, 11209 Metric Boulevard, Building H, Suite A, Austin, Texas 78758, on invoices bearing Service Provider's name, address, and TJJD contract number. Invoices will be submitted not less than 30 days prior to the following dates: January 1, 2017, May 1, 2017, and September 1, 2017. Each invoice will be for a third of the fee to be paid to Service Provider under this contract, with the understanding that final payment may be affected by TJJD's budget for the 2018 Fiscal Year. Invoices will be paid in accordance with Chapter 2251 of the Texas Government Code.

12. Transition Upon Contract Termination

- a. In the event the contract terminates or is terminated, Service Provider shall make an orderly transition to TJJD or a successor service provider (Successor) and continue to perform all tasks under this contract that are necessary to preserve the integrity of JCMS.Basic data, supporting system data, and JCMS.Basic operation while operated by Service Provider during the transition period. If Service Provider is unable or unwilling to do so, then Service Provider shall provide TJJD or Successor with the training, knowledge, and access necessary to extract the proprietary

information from Service Provider's databases and software and shall ensure there is no break in operation of JCMS.Basic prior to the complete transition to TJJD or Successor. For clarity and notwithstanding any other provision of this contract, at no time will Service Provider have responsibility for the operation and maintenance of JCMS.Basic outside of Service Provider's hosted environment. Further, Service Provider will transfer the most current and up to date JCMS.Basic data in its possession to TJJD or Successor, as designated by TJJD; the data will be transferred in an accessible format agreeable to both parties upon contract termination date. All JCMS.Basic data will be removed from Service Provider's system upon completion of the transition.

- b. Service Provider will provide transition services during the time period between the date of contract termination notice and the contract termination date (Transition Period). Every effort will be made to provide adequate notice of termination and to complete the transition in accordance with the Transition Plan (see below) within the Transition Period. However, Service Provider will provide transition services in accordance with the Transition Plan for as long as necessary to ensure JCMS.Basic is fully operational after transfer to TJJD or a Successor. Additionally, in the event this contract is terminated for any reason without notice, Service Provider will provide transition services in accordance with the Transition Plan for as long as necessary from the date of termination to ensure JCMS.Basic is fully operational after transfer to TJJD or a Successor. Transition services, whether during the Transition Period or after the contract termination date, will be compensated at an amount mutually agreed upon by the parties and articulated further in the Transition Plan. Service Provider shall work with TJJD to provide services associated with performing transition duties in accordance with the Transition Plan and to ensure no break in operation of JCMS. Basic.
- c. Service Provider shall assist TJJD prior to the end of the contract in planning for an orderly exit strategy and transfer of JPD data to TJJD or a third-party Successor designated by TJJD.
- d. Upon contract termination, each party maintains its intellectual property rights to JCMS.Basic.
- e. The Transition Plan will be jointly developed between the parties and establish guidelines for an end-of-contract exit strategy and to ensure no break in operation of JCMS.Basic. The Transition Plan will describe policies and procedures to ensure:
 - (i) minimal disruption in the delivery of data and assessment tools during the transition;
 - (ii) cooperation with TJJD and any Successor in transferring information in a usable format and transferring responsibility for services; and
 - (iii) a contact point and procedures for managing problems or issues during the transition.
- f. The Parties agree to jointly analyze issues that affect the contract termination date and, should TJJD determine that transition will not be completed by the contract termination date, to negotiate in good faith to resolve issues related to ongoing operations, including payment of related costs.
- g. The Transition Plan will be created jointly by TJJD and Service Provider with the goal of completing the Transition Plan within 120 days of the effective date of this contract. The Transition Plan will be incorporated into this contract as an Exhibit (**Exhibit D**) and will be annually reviewed by both parties to ensure it is current and accurate.

SECTION II: TJJD

TJJD agrees to the following:

1. TJJD will pay Service Provider a fee of **one million, two hundred fifty-two thousand, two hundred fifty dollars and zero cents (\$1,252,250.00)**, for the operation, maintenance, support, and enhancement of JCMS.Basic, representing forty percent (40%) of the annual cost of operation and maintenance of the TechShare.Juvenile – JCMS.Basic system as a whole.
2. TJJD will require all entities utilizing JCMS.Basic to execute the above-referenced ICC (**Exhibit A**).

SECTION III: CERTIFICATIONS

Article 1: Equal Opportunity

Service Provider certifies compliance with all terms, provisions, and requirements of Titles VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other federal, state, local or other anti-discriminatory act, law, statute or regulation, along with all amendments and revisions of the acts, laws, statutes or regulations, in the performance of this contract, and will not discriminate against any child or youth, client, employee, or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

Article 2: Unfair Business Practices

Service Provider certifies that neither it nor its officers have been found guilty in a judicial or state administrative agency proceeding of unfair business practices as set out in the Texas Business and Commerce Code and that no officer of Service Provider has served as an officer of another company which has been found guilty in a judicial or state administrative agency proceeding of unfair business practices. If the above certifications are false, this contract is void.

Article 3: Franchise Taxes

Section 1: Service Provider certifies that should Service Provider be subject to payment of Texas franchise taxes, all franchise taxes are current. If such certification is false this contract may be terminated at the option of TJJD or other administrative error sanctions may be taken.

Section 2: If Service Provider is exempt from payment of Texas franchise taxes, Service Provider shall so indicate by attachment to this contract.

Section 3: If Service Provider's payment of Texas franchise taxes becomes delinquent during the term of this contract, Service Provider will notify TJJD within 24 hours. If such delinquency cannot be cured within 24 hours and a copy of the Certification of Account Status proving payment of delinquent taxes cannot be provided to TJJD, this contract may be terminated at the option of TJJD or other administrative error sanctions may be taken under the provisions of this contract.

Article 4: Required Disclosure of Lobbyist Activity and Certificate of Interested Parties

Service Provider agrees that if, at any time during the term of this contract, an employee, director, subconsultant, or subcontractor of Service Provider is required to register as a lobbyist under Texas Government Code Chapter 305, Service Provider shall notify TJJD and provide timely copies of all reports filed with the Texas Ethics Commission, as required by Chapter 305.

Additionally, pursuant to House Bill 1295 and Texas Government Code Section 2252.908, Service Provider must submit a Certificate of Interested Parties or disclosure of interested parties on a form prescribed by the Texas Ethics Commission, currently identified as Form 1295. Prior to submission of this signed contract to TJJD, Service Provider must file Form 1295 through the online filing application process on the Texas Ethics Commission website at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. TJJD will acknowledge Service Provider's Form 1295 within thirty (30) days of submission.

Article 5: Notification to TJJD of Subconsultants and Subcontractors

Section 1: Service Provider shall notify TJJD of the selection and/or use of all subcontractors or subconsultants regularly used by Service Provider in performing or assessing the performance of Service Provider's duties under this contract. Service Provider may not use subcontractors and subconsultants to perform Service Provider's duties under this contract without prior written approval of TJJD. Approval will not be unreasonably withheld.

Section 2: No contractual relationship will exist between Service Provider's subconsultants or subcontractors and TJJD. TJJD shall have no responsibility whatsoever for the conduct, actions, or commissions (active or passive) of any subconsultants or subcontractors.

Section 3: Service Provider shall be solely responsible for the management of any subconsultants or subcontractors in the performance of their duties under this contract.

Section 4: If Service Provider is using subcontractors in the performance of this contract, Service Provider must submit a Historically Underutilized Business (HUB) Subcontracting Plan. A revised HUB Subcontracting Plan approved by TJJD shall be required before Service Provider can engage additional subcontractors in the performance of this contract and a revised HUB Subcontracting Plan approved by TJJD shall be required before Service Provider can remove subcontractors currently engaged in the performance of this contract. Service Provider shall remain solely responsible for the performance of its obligations under this contract. Further, Service Provider shall electronically provide TJJD with its relevant HUB Subcontracting Report monthly as required by Chapter 2161 of the Texas Government Code.

Article 6: Compliance with Child Support, Section 231.006, Texas Family Code

Texas Family Code Section 231.006 provides that neither a child support obligor who is more than 30 days delinquent in paying child support nor a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is eligible to receive payments from state funds under this contract to provide property, materials, or services. **Under Section 231.006, Family Code, the vendor or applicant (Service Provider) certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and**

acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

SERVICE PROVIDER MUST PROVIDE, IN THE SPACE BELOW, THE NAME AND SOCIAL SECURITY NUMBER OF AN INDIVIDUAL OWNER, A SOLE PROPRIETOR, AND ALL PARTNERS, SHAREHOLDERS, OR OWNERS WITH AN OWNERSHIP INTEREST OF AT LEAST TWENTY-FIVE (25) PERCENT OF THE BUSINESS ENTITY ENTERING INTO THIS CONTRACT.

For business entities with no identifiable owner of twenty-five percent (25%) or more of the entity, indicate with "NONE" on the first line below.

Name:	Social Security Number:
NONE	

Article 7: Compliance with Section 572.054, Texas Government Code, Former Officer or Employee of TJJD

Service Provider certifies compliance with Texas Government Code Section 572.054. Service Provider has not employed a former officer or employee of TJJD to perform services on Service Provider's behalf, to secure this contract, or to represent Service Provider in any manner prohibited by Section 572.054. A false certification could result in termination of this contract, withholding of payments, or other administrative error sanctions.

Article 8: Compliance with Section 2252.901, Texas Government Code, Former or Retired Employee of the Agency

Service Provider certifies compliance with Texas Government Code Section 2252.901, which provides, "[a] state agency may not enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with a former or retired employee of the agency before the first anniversary of the last date on which the individual was employed by the agency, if appropriated money will be used to make payments under this contract. This section does not prohibit an agency from entering into a professional services contract with a corporation, firm, or other business entity that employs a former or retired employee of the agency within one year of the employee's leaving the agency, provided that the former or retired employee does not perform services on projects for the corporation, firm or other business entity that the employee worked on while employed by the agency." Service Provider certifies that he/she/it is not prohibited from entering into this contract because of any prior employment with TJJD.

Article 9: Specially Designated Nationals and Blocked Persons List; Debarment

Service Provider certifies that it is not on the Specially Designated Nationals and Blocked Persons list (SDN List) maintained by the United States Department of the Treasury Office of Foreign Assets Control (OFAC), <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.

Service Provider certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Service Provider is in compliance with the State of Texas statutes and rules relating to procurement and that Service Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

Article 10: Terrorism

TJJD is federally mandated to adhere to the directions provided in the President's Executive Order 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001, and any subsequent changes made to it by cross-referencing service providers/vendors with the System for Award Management (SAM), <https://www.sam.gov>, which is inclusive of the United States Department of the Treasury Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list (SDN List) <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.

Article 11: Convictions for Hurricane Katrina or Rita

Under Section 2155.006, Government Code, the vendor (Service Provider) certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Under Section 2155.006(b) of the Texas Government Code, "[a] state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005."

Article 12: Antitrust

Service Provider represents and warrants that neither Service Provider nor any firm, corporation, partnership, or institution represented by Service Provider, or anyone acting for such firm, corporation, partnership, or institution has, (1) violated the antitrust laws of the State of Texas under Chapter 15 of the Texas Business and Commerce Code or federal antitrust laws; or (2) communicated directly or indirectly any contents of your submitted Proposal to any competitor or any other person engaged in such line of business during the procurement process for this contract.

Article 13: Intellectual Property Indemnification

To the extent required by the Texas Constitution, Service Provider will indemnify, defend and hold harmless the State of Texas and TJJD against any action or claim brought against the State of Texas and/or TJJD that is based on a claim that source code for JCMS.Basic created under this contract infringes any patent rights, copyright rights, or incorporated misappropriated trade secrets. Service Provider will pay any damages attributable to such claim that are awarded against the State of Texas and/or TJJD in a judgment or settlement.

If TJJD's use of the source code for JCMS.Basic created under this contract becomes subject to an intellectual property infringement claim, Service Provider maintains its right to dispute said claim, however, if the claim impedes Service Provider's ability to legally provide the services required under this contract, Service Provider must, at its own expense: (1) procure for TJJD the right to continue using JCMS.Basic software under the terms of this contract; or (2) replace or modify the JCMS.Basic software so that it is noninfringing.

Article 14: Contracting with Executive Head of State Agency

Pursuant to Texas Government Code Section 669.003, Service Provider certifies that he/she/it is not the executive head of TJJD, a person who at any time during the four years before the date of this contract was the executive head of TJJD, or a person or business entity that employs a current or former executive head of a state agency.

Article 15: Abandonment or Default

If Service Provider defaults on this contract, TJJD reserves the right to cancel this contract without notice and either resolicit bids or award the contract to the next best responsive and responsible service provider. The defaulting Service Provider will not be considered in the resolicitation and may not be considered in future solicitations for the same type of work, unless the specifications or scope of work are significantly different. The period of suspension will be determined by TJJD based on the seriousness of the default.

Article 16: Certain Bids and Contracts Prohibited

Under Texas Government Code Section 2155.004, TJJD may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from TJJD to participate in preparing the specifications or request for proposals on which the bid or contract is based. If Service Provider is not eligible, then this contract may be immediately terminated. **Under Section 2155.004, Government Code, the vendor (Service Provider) certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.**

Article 17: Gifts and Gratuity

By executing this contract, Service Provider certifies that he/she/it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, discount, trip, favor, or service to a public servant in connection with this contract. Service Provider acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Article 18: By signature hereon, Service Provider certifies that:

All statements and information prepared and submitted in relation to this contract are current, complete, and accurate.

When a Texas business address is shown hereon, that address is, in fact, the legal business address of Service Provider and Service Provider qualifies as a "Texas Bidder" under Texas Administrative Code Title 34, Section 20.32(68).

Article 19: Access to Information

Service Provider is required to make any information created or exchanged with TJJD pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, Texas Government Code Chapter 552, available in a format that is accessible by the public and at no additional charge to TJJD. Service Provider agrees to provide TJJD with this information in a format that is accessible to the public, including, but not limited to, non-encrypted electronic format, PDF, and HTML.

Article 20: Verification of Worker Eligibility

Section 1: If Service Provider is not enrolled in the U.S. Department of Homeland Security's E-Verify system ("E-Verify") at the time of this contract award, Service Provider shall: (1) enroll in the E-Verify program within thirty (30) calendar days of this contract award; and thereafter (2) use E-Verify to initiate, within three (3) business days after the date of hire, verification of employment eligibility of all of Service Provider's new hires employed during this contract term to perform duties within Texas and all persons (including subcontractors) assigned by Service Provider to perform work pursuant to this contract, within the United States.

Section 2: If Service Provider is enrolled in E-Verify at time of this contract award, Service Provider shall use E-Verify to initiate, within three (3) business days after the date of hire, verification of employment eligibility of all of Service Provider's new hires employed during this contract term to perform duties within Texas and all persons (including subcontractors) assigned by Service Provider to perform work pursuant to this contract, within the United States.

Section 3: Service Provider shall comply with the requirements of the E-Verify program Memorandum of Understanding (MOU). If the Department of Homeland Security (DHS) or the Social Security Administration (SSA) terminates Service Provider's MOU and denies access to the E-Verify system in accordance with the terms of the MOU, TJJD may terminate this contract.

Section 4: Service Provider shall prospectively include the requirements of this clause, including this paragraph (appropriately modified for identification of the parties), in each subcontract under this contract that is for services or construction.

Section 5: Service Provider shall provide, upon request of TJJD, an electronic or printed image of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each of Service Provider's employees, subcontractors, and subcontractors' employees that meet the criteria above, following any required E-Verify protocols to allow for the provision of such information.

Section 6: If Service Provider fails to comply with the requirements of this clause, TJJD may terminate this contract, withhold payment, or impose other administrative error sanctions.

Section 7: The requirements of this clause only apply to contracts for services or construction.

SECTION IV: GENERAL PROVISIONS

Article 1: Relationship of Parties

Service Provider is acting as an independent contractor and is wholly responsible for the day-to-day operations of its programs and employees; no joint venture, partnership, or agency exist nor shall be implied by the terms of this contract. No employee of Service Provider shall become an employee of TJJD by virtue of this contract.

Article 2: Indemnity

Service Provider agrees to be liable for, and hereby does indemnify and hold harmless TJJD and its officers, directors, agents, employees, and representatives from and against any and all liability for, any and all claims, suits, demands, causes of action, and/or damages, (including costs of court and reasonable attorneys' fees) arising from or based upon misconduct, intentional or negligent acts, or intentional or negligent omissions on the part of Service Provider, its officers, directors, agents, representatives, employees, or visitors which may arise out of or could result from this contract or its performance.

Article 3: Proof of Financial Stability

If TJJD has credible information that calls into question Service Provider's ability to meet its financial obligations, TJJD may require Service Provider to provide proof of financial stability. Correspondence from Service Provider's independent auditor that Service Provider is able to meet its current financial commitments shall suffice as proof of financial stability.

Article 4: Liability Insurance

Section 1: Service Provider shall maintain liability insurance in the amount of \$300,000.00 for each occurrence of negligence.

Section 2: Service Provider shall provide proof of insurance documents to TJJD Contracts Department, upon request.

Section 3: The required insurance coverage, in the above stated amount, must be maintained during the term of this contract and through any subsequent extensions. Failure to maintain the required insurance coverage may result in termination of this contract or administrative error sanctions.

Article 5: Confidentiality and Security

Service Provider agrees that all of its employees, contractors, subcontractors, and associates will maintain the confidentiality of all juvenile records and identifying information.

Article 6: Administrative Error Sanctions

Section 1: TJJD, based on information from monitoring or other verifiable sources, in addition to the exercising its authority to terminate this contract for the reasons set forth in Article 7 dealing with termination below and exercising other remedies as allowed under Texas law, may require the Service Provider to take specific corrective actions in order to remain in compliance with the terms of this contract or may impose

recommendations from an audit or investigative findings upon thirty (30) days' written notice to Service Provider.

Section 2: Service Provider shall cooperate fully with TJJD and its authorized representatives in carrying out corrective action plans.

Article 7: Termination

Section 1: Service Provider may terminate, for convenience, its obligations under this contract by giving TJJD thirty (30) days' written notice.

Section 2: TJJD may terminate, for convenience, its obligations under this contract by giving Service Provider thirty (30) days' written notice.

Section 3: Cause/Default/Breach: If Service Provider fails to provide the goods or services contracted for according to the provisions of this contract (including **Exhibit B**), or fails to comply with any terms or conditions of this contract, TJJD may, upon written notice of default or breach to Service Provider, either, depending upon the circumstances, allow Service Provider a 10-day cure period or, if the breach cannot reasonably be cured, immediately terminate this contract. Termination is not an exclusive remedy but exists in addition to any other rights and remedies provided in equity, by law, or under this contract. TJJD may exercise any other right, remedy, or privilege available to it under applicable law or may proceed by appropriate court action to enforce the provisions of this contract. The exercise of any of the foregoing remedies will not constitute a termination of this contract unless TJJD notifies Service Provider in writing prior to the exercise of such remedy. Service Provider shall be liable for all costs and expenses, including court costs, incurred by TJJD with respect to the enforcement of any of the remedies listed herein if TJJD prevails.

Article 8: Funding Out Clause

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, provisions of the Termination Article apply. This contract is subject to termination, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature.

Article 9: Waiver

No waiver by either party of any breach or default of the other under this contract shall operate as a waiver of any future or other breach or default, whether of a like or different character or nature.

Article 10: Severability

The provisions of this contract are severable. If any provision of this contract facially conflicts with the applicable Texas and/or United States law or regulation or is determined by a court of law or other competent authority to be invalid and contrary to any federal, state, or local law, such invalidity shall not affect the other provisions or applications of this contract, which shall be given effect without the invalid provision or application.

Article 11: Contract Term

This contract will become effective **January 1, 2017**, through **December 31, 2017**. This contract may be extended in one (1) year increments, provided that both parties agree in writing. Any extensions shall be at the same terms and conditions, except for any approved changes. TJJD will also provide Service Provider written notice if it does not intend to extend the contract term.

Article 12: Contract Amendment and Merger Clause

This contract encompasses the complete and entire agreement of the parties. Neither party has made nor relied on any representations, stipulations, nor agreements other than those expressly contained in this contract. No other contracts or agreements, oral or written, shall constitute a part of this contract unless such is made in writing, executed by the parties hereto or their successors, and expressly made a part of this contract. This contract may only be amended or supplemented in a writing, executed by the parties hereto or their successors, and expressly made a part of this contract, except that TJJD reserves the right to make unilateral minor administrative changes to correct typographical errors and change the TJJD contract identification number.

Article 13: Notice of Changes

Section 1: Service Provider shall notify TJJD immediately in writing in advance of any significant change affecting Service Provider, including, but not limited to, change of Service Provider's name or identity, location of services, ownership or control, operating entity, key personnel, payee identification number, and any other significant changes that may affect the delivery of services under the terms of this contract.

Section 2: Service Provider shall not transfer or assign this contract or enter into any subcontract for the services under this contract without prior written approval from TJJD.

Article 14: Notice

Required mailed notices shall be addressed to TJJD at: Contracts and Procurement Division, Texas Juvenile Justice Department, P.O. Box 12757, Austin, TX 78711, and to Service Provider at: Texas Conference of Urban Counties, Donald Lee, Executive Director, 500 W. 13th Street, Austin, Texas 78701.

Article 15: Governing Law and Venue

In any legal action arising under this contract, the laws of the State of Texas shall apply and venue will be in Travis County, Texas.

Article 16: Problem Solving in the Ordinary Course of Business

Section 1: The parties to this contract shall use the procedures contained in this Article for routine problem solving. These procedures will also be used if a party is asserting a claim for breach of contract. Should these procedures not resolve claims for breach of this contract, the procedures contained in Article 17 shall be followed thereafter.

Section 2: Informal Resolution: Service Provider and TJJD staff will communicate regularly and engage in informal problem solving efforts as a routine measure, thus preventing

differences from becoming major problems. When routine measures have been exhausted, Service Provider and TJJD staff are encouraged to utilize the following mechanism to resolve problems.

Section 3: Formal Resolution:

- a. Service Provider or TJJD staff who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution (Statement of Problem).
- b. The Statement of Problem will be submitted to the designated contact, the Director of Business Services and Contracts, unless the problem specifically involves the designated contact, in which case, it will be submitted to the designated contact's supervisor.
- c. Problems are to be addressed within ten working days; a written decision will be sent to the individual or program that submitted it, to the designated contact, and to the designated contact's supervisor.

Section 4: Appeal: Service Provider or TJJD staff desiring to appeal the decision may do so in writing, within ten (10) working days of the date of written decision, by providing all pertinent information relevant to the appeal to the designated contact's supervisor if the problem was originally addressed by the designated contact, or to the Director of Contracts, Procurement and Support Services if the problem was addressed by the designated contact's supervisor. When appealed, the problem shall be addressed within fourteen (14) working days, with written responses sent to the individual or program who submitted it, the designated contact, the designated contact's supervisor, and the Director of Contracts, Procurement and Support Services.

Article 17: Claims for Breach of Contract

Section 1: The dispute resolution process provided for in Chapter 2260 of the Texas Government Code, as further described herein, must be used by TJJD and Service Provider to attempt to resolve any claim for breach of contract made by Service Provider.

- a. Service Provider's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Texas Government Code. To initiate the process, Service Provider shall submit written notice, to TJJD Executive Director no later than 180 days after the date of the event that gave rise to the claim, stated with particularity as outlined in Section 2260.051. Additionally, said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of TJJD and Service Provider as would otherwise be entitled to notice under this contract. Compliance by Service Provider with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Texas Government Code.
- b. The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is Service Provider's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TJJD if the parties are unable to resolve their disputes as discussed under subparagraph a. of this Section.

- c. Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Texas Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this contract by TJJD nor any other conduct of any representative of TJJD relating to this contract shall be considered a waiver of sovereign immunity to suit.

Section 2: The submission, processing, and resolution of Service Provider's claim is governed by the published rules adopted by TJJD pursuant to Chapter 2260 of the Texas Government Code as currently effective, hereafter enacted, or subsequently amended.

Section 3: Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of paid performance by Service Provider, in whole or in part.

Article 18: No Third Party Beneficiaries

The terms of this contract are for the sole benefit of the parties to this contract and will not be construed to confer any rights on any other person.

Article 19: Audit Clause

Pursuant to Chapter 321 of the Texas Government Code and Texas Government Code Section 2262.154, Service Provider is hereby notified that the Texas State Auditor's Office (State Auditor) may conduct an audit or investigation of any entity receiving funds from the state directly under that contract or indirectly through a subcontract under the contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. Service Provider shall ensure that this paragraph, concerning the State Auditor's authority to audit funds received indirectly by subcontractors through Service Provider and the requirement to cooperate, is included in any subcontract it awards after the effective date of this contract.

Service Provider shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TJJD and State of Texas requirements. Service Provider shall maintain all such documents and other records relating to this contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. For clarity, documents subject to this paragraph are those pertaining to the operation and maintenance of JCMS.Basic, and not documents pertaining to other resources or programs of Service Provider. Service Provider shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this contract, for purposes of inspecting, monitoring, auditing, or evaluating by TJJD, the State of Texas, or their authorized representatives. Service Provider shall cooperate with auditors and other authorized TJJD and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJD or the State of Texas. Service Provider's failure to comply with this Article shall constitute a material breach of this contract and shall authorize TJJD to immediately assess the liquidated damages. TJJD may require, at Service Provider's sole cost

and expense, independent audits by a qualified certified public accounting firm of Service Provider's books and records or the State's property. The independent auditor shall provide TJJD with a copy of such audit at the same time it is provided to Service Provider. TJJD retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this contract.

The parties will cooperate to amend this contract to comply with any rules and procedures of the State Auditor.

Article 20: Default

If Service Provider defaults on this contract, TJJD reserves the right to cancel this contract without notice and either resolicit bids or award the contract to the next best responsive and responsible service provider. The defaulting Service Provider will not be considered in the resolicitation and may not be considered in future solicitations for the same type of work, unless the specifications or scope of work are significantly different. The period of suspension will be determined by the agency based on the seriousness of the default.

Article 21: Debt Owed to State of Texas

Terms of payment shall be in accordance with Chapter 2251 of the Texas Government Code and in accordance with Section 403.0551 of the Texas Government Code, any payments owed to Service Provider under this contract will be applied toward elimination of Service Provider's indebtedness to the state or delinquency in payment of taxes to the state until the indebtedness or delinquency is paid in full. Service Provider agrees that any payments due under this contract will be applied towards any debt Service Provider owes to the State of Texas, including, but not limited to, delinquent taxes and unpaid child support payments.

Article 22: Buy Texas

In performing this contract, Service Provider shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside of Texas.

Article 23: Specifications

Service Provider shall provide services in accordance with the specifications contained in this contract. TJJD will determine the answers to all questions that may arise as to the interpretation of the quality or acceptability of work performed. TJJD will decide the rate of progress of the work and the acceptable fulfillment of services on the part of Service Provider.

Article 24: Assignment

Without the prior written consent of TJJD, Service Provider may not assign this contract, in whole or in part, or any right or duty required under it.

Article 25: Compliance with Other Laws

In the execution of this contract, Service Provider shall comply with all applicable federal, state, and local laws, including laws governing labor, equal employment opportunity, safety, and environmental protection. Service Provider shall make itself familiar with and at all times shall

observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect performance under this contract.

Article 26: Execution Authority

Service Provider represents and warrants that the individual signing this contract is authorized to sign this document on behalf of Service Provider and to bind Service Provider under this contract.

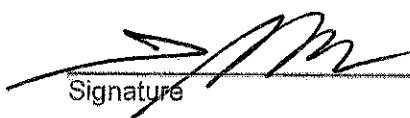
IN WITNESS WHEREOF, the parties hereto have made and executed this contract as of the day and year last below written.

For the Texas Juvenile Justice Department:


David Reilly, Executive Director

12/29/16
Date

For Service Provider:


Signature

Donald Lee
Printed Name

12/29/16
Date

Approved as to form:


TJJJD Attorney

12/29/16
Date

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

INTERLOCAL COOPERATION CONTRACT
BETWEEN THE TEXAS JUVENILE JUSTICE DEPARTMENT
AND TEXAS JUVENILE PROBATION DEPARTMENTS
FOR USE OF A STATEWIDE JUVENILE INFORMATION SYSTEM

This Interlocal Cooperation Contract (Contract) between the Texas Juvenile Justice Department (TJJD) and the undersigned Texas Juvenile Probation Department (JPD) (collectively "Parties" or individually "Party"), entered pursuant to the authority granted under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, is for the purpose of creating, operating, and maintaining a statewide juvenile information system pursuant to Texas Family Code Section 58.403.

PREMISES

WHEREAS, Texas Family Code Section 58.403 provides that, through the adoption of an interlocal contract under Chapter 791 of the Texas Government Code between TJJD and one or more counties, TJJD may participate in and assist counties in the creation, operation, and maintenance of a system for statewide use to: aid in processing cases of children under Texas Family Code Title 3, Juvenile Justice Code; facilitate in the delivery of services to children in the juvenile justice system; aid in the early identification of at-risk and delinquent children; and facilitate cross-jurisdictional sharing of information related to juvenile offenders between authorized criminal and juvenile justice agencies and partner agencies; and

WHEREAS, JPDs collect and maintain the county juvenile information discussed in Texas Family Code Section 58.403; and

WHEREAS, the Parties wish to enter into this Contract for the creation, operation, maintenance, and ultimate use of a statewide juvenile information system to allow for improved care and services to the above-referenced Texas children; and

WHEREAS, a statewide juvenile information system is available through TJJD's Juvenile Case Management System (JCMS) Basic (JCMS.Basic) and entering this Contract allows the JPD to use JCMS.Basic in a hosted domain at no cost;

NOW THEREFORE, premises considered, and in consideration and conditioned upon the mutual covenants and agreements herein, the Parties hereto mutually agree as follows:

AGREEMENT

1. TJJD Responsibilities

- 1.1. TJJD will make JCMS.Basic available to the JPD for use in a hosted domain at no cost. TJJD may contract with other entities to meet this responsibility, and JPD agrees that any such contract is solely between TJJD and any entity with which it contracts.

- 1.2. TJJD shall limit access to JPD confidential, proprietary information solely to those persons or entities to whom such disclosure is necessary to perform the purposes stated herein and/or to those persons or entities that are subject to the provisions of this Contract.
- 1.3. Under no circumstances shall TJJD permit disclosure, access, distribution, copying, review, or examination of JPD confidential or proprietary information by any other party not authorized herein or by law to receive such access.
- 1.4. Confidential, proprietary information provided by the JPD shall not be modified without the written authorization of the JPD.
- 1.5. All reasonable security precautions, at least as great as the precautions TJJD takes to protect its own confidential information, but no less than reasonable care, shall be taken by TJJD to prevent unauthorized use or disclosure of juvenile information.
- 1.6. TJJD shall cooperate with the JPD to regain possession and/or prevent unauthorized use or disclosure of juvenile information maintained in JCMS.Basic.
- 1.7. Either Party may terminate this Contract upon sixty (60) days' written notice or as permitted in Section 3.7. Upon termination of this Contract, TJJD shall ensure the return of the JPD's data maintained in JCMS.Basic. The data shall be provided in an industry-standard electronic format. TJJD shall work cooperatively with the JPD on the timing of the return of the data. At no time shall the JPD be denied access to or use of its data, except as permitted in Section 3.7.

2. System Support

- 2.1 Pursuant to Texas Government Code Section 791.013, the Parties may have the performance of this Contract supervised by: creating an administrative agency; designating an existing local government; or contracting with an organization that qualifies for exemption from federal income tax under Section 501(c), Internal Revenue Code of 1986, as amended, that provides services on behalf of political subdivisions or combinations of political subdivisions and derives more than 50 percent of its gross revenues from grants, funding, or other income from political subdivisions or combinations of subdivisions.
- 2.2 The Parties agree that TJJD may determine whether to have the performance of this Contract supervised pursuant to Texas Government Code Section 791.013. Further, if TJJD decides to do so, the JPD consents to have TJJD represent it and coordinate such supervision on its behalf, which may include contracting on its behalf, with the understanding that all requirements and responsibilities of TJJD under this Contract will extend to any supervising entity.

3. JPD Responsibilities

- 3.1. The JPD acknowledges and agrees to provide accurate and timely JPD juvenile data for use within JCMS.Basic and that data will be accessible by other individuals and entities accessing JCMS.Basic as permitted by Chapter 58 of the Texas Family Code and any other applicable state or federal laws.

- 3.2. The JPD and its representatives acknowledge and agree that the purpose of access to the juvenile information and data is to perform juvenile justice system related functions.
- 3.3. The JPD agrees that JCMS.Basic shall not be used for any personal purposes, including, but not limited to, entertainment, personal business, or personal gain.
- 3.4. The JPD understands that access to, and transmission of, any data or material deemed to be a violation of any federal, state, or local law or agency administrative rule is prohibited.
- 3.5. The JPD shall not distribute any information that is deemed confidential pursuant to Chapter 58 of the Texas Family Code, or other applicable federal or state statutes or rules, unless disclosure is specifically authorized by law.
- 3.6. The JPD shall safeguard access to JCMS.Basic and shall not provide access capabilities to anyone for any reason, unless authorized by law.
- 3.7. The JPD understands and acknowledges that a violation of any of the preceding requirements may cause the immediate revocation of the violating JPD individual user's access to JCMS.Basic to prevent further violations. Retraining or other remedial measures may be taken to allow for continued or renewed access. Repeated violations by JPD individual users may result in the immediate revocation of access to JCMS.Basic for the JPD individual user and/or for the JPD, with or without potential for renewed access. Upon revocation of access to JCMS.Basic for the JPD, this Contract shall terminate and data shall be returned to the JPD in accordance with Section 1.7.
- 3.8. The JPD agrees that use of JCMS.Basic may be monitored or audited by various means, including monitoring or auditing that may occur without a JCMS.Basic user's knowledge or prior notice.
- 3.9. The JPD agrees that, in the event it receives a request for information or other data belonging to another entity, the JPD will promptly notify the requestor that the JPD receiving the request is not the custodian of the requested information or data. The JPD must promptly notify TJJD of the request.

4. Warranties and Liability

- 4.1. TJJD DOES NOT WARRANT THAT JCMS.BASIC WILL MEET ANY SPECIFIC REQUIREMENTS; THE OPERATION OF JCMS.BASIC WILL BE UNINTERRUPTED OR ERROR-FREE; ANY DATA SUPPLIED BY JCMS.BASIC WILL BE ACCURATE; OR THAT JCMS.BASIC WILL WORK WITH ANY 3RD-PARTY OR SUPPLEMENTAL SOFTWARE. FURTHER, TJJD DOES NOT WARRANT THE EFFICACY, FUNCTIONALITY, OR OPERATION OF JCMS.BASIC. JCMS.BASIC IS PROVIDED AS-IS, AND TJJD EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4.2. NEITHER PARTY SHALL HAVE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS CONTRACT OR OTHERWISE FOR

CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

5. Miscellaneous

- 5.1. This Contract term shall commence on January 1, 2017, and shall automatically renew for another one (1) year term, unless either Party provides notice to the other of its intent to terminate this Contract not less than sixty (60) days before the end of the current term. Additionally, either Party may terminate this Contract upon sixty (60) days' written notice to the other Party or as permitted in Section 3.7.
- 5.2. This Contract evidences the complete understanding and agreement of the Parties related to the subject matter and supersedes all previous communications, representations, understandings, and agreements, whether oral or written, between the Parties related to the subject matter. This Contract may not be modified except by a writing subscribed to by authorized representatives of the Parties.
- 5.3. This Contract and its performance shall be governed by the laws of the State of Texas without giving effect to the principles of conflict of laws of such state or international treaties.
- 5.4. In any legal action arising under this Contract, the laws of the State of Texas shall apply and venue will be in Travis County, Texas.
- 5.5. The relationship between the Parties is that of independent contractors. Neither Party has the authority to bind the other in any manner.
- 5.6. Any notice provided pursuant to this Contract, if specified to be in writing, shall be in writing and shall be deemed given if mailed by certified First Class United States mail, postage pre-paid, or by commercial carrier (e.g., FedEx, UPS, etc.) when the carrier maintains receipt or record of delivery, and addressed to the address stated below or to the last address specified in writing by the intended recipient.
- 5.7. The waiver or failure of either Party to exercise any right in any respect provided for in this Contract shall not be deemed a waiver of any further right under the Contract.
- 5.8. If for any reason a court of competent jurisdiction finds all or part of any provision of this Contract to be unenforceable, that provision shall be enforced to the maximum extent permissible to affect the intent of the Parties and the remainder of this Contract shall continue in full force and effect.
- 5.9. Unless otherwise specified herein, the rights and remedies of both Parties set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.

- 5.10. The Parties agree that this Contract is for the benefit of the Parties and is not intended to confer any rights or benefits on any third party and that there are no third party beneficiaries as to this Contract or any part or specific provision of this Contract.
- 5.11. This Contract will be authorized by the respective governing body of each undersigned Party.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Contract as of the day and year last below written.

For the TEXAS JUVENILE JUSTICE DEPARTMENT

David Reilly, Executive Director

Date

Contact (for Notice):

Ken Ming
Director of Business Operations and Contracts
11209 Metric Boulevard, Building H, Suite A
Austin, Texas 78758

Approved as to form:

TJJD Attorney

Date

For [INSERT] JUVENILE PROBATION DEPARTEMNT

Signature

Printed Name

Title

Date

Contact (for Notice):

INSERT

TechShare.Juvenile JCMS.Basic System Support Plan



Version Information

Version History				
Version #	Date	Revised By	Reason for Change	Publish Date
1.1	02/01/2011	Johnny Manns		
1.2	02/09/2011	Johnny Manns	First Draft – RL Review	
1.3	02/10/2011	Johnny Manns	2 nd Draft – RL and JH Review	
1.4	03/11/2011	Johnny Manns	Revisions and Problem Ticket Management Appendix A	
1.5	05/27/2011	Johnny Manns	Revisions and On Call/After Hours Support Appendix B	
1.6	05/19/2012	Charles Gray	Update for Resource Sharing Addendum	

Table of Contents

Introduction	4
Goals	4
Objectives	4
Scope.....	4
Approach	5
Help Desk Support	6
Overview.....	6
Definitions	6
Problem Ticket Management	7
Support Structure	8
Help Desk Help Desk Services	8
Help Desk Workflow.....	11
Production Operations	12
Overview.....	12
Production Operations Services.....	12
Release Management.....	13
Overview.....	13
Release Management Approach.....	13
Release Management Services	13
Acceptance Testing	14
Acceptance Testing Process.....	14
Application Deployment.....	15
QA Usability Testing.....	16
Core User Guide Management.....	17
Appendix A –Warrant Service Levels.....	18
Appendix B - Problem Management	19
Appendix C – On Call/After Hours Support.....	21

Introduction

Goals

The goal of this Systems Support Plan is to address, define and document expectations and procedures relevant to:

- ▶ Systems Support Design, Approach and Methods for ongoing operations
 - ◆ Help Desk
 - ◆ Production Operation
 - ◆ Release Management
 - ◆ Application QA Testing
 - ◆ User Guide Management
- ▶ Systems Support Delivery
- ▶ Systems Support Roles and Responsibility

Objectives

This plan is presented to:

- ▶ Formalize TechShare Help Desk as the support provider for TechShare.Juvenile and JCMS.Basic
- ▶ Define the TechShare Help Desk's Production Operations and Reporting responsibilities
- ▶ Define the county agency, Texas Juvenile Justice Department and Urban Counties problem management roles and responsibilities, as they relate to the TechShare Help Desk
- ▶ Define the problem management methodology and support structure within which TechShare.Juvenile and JCMS.Basic support occurs
- ▶ Define the TechShare Help Desk's QA Testing and Materials Management roles and responsibilities

Scope

The scope of this plan is to define; the initial concept for the TechShare Help Desk and the associated support roles and responsibilities of the unit, and to document procedures to be used within the unit to fulfill support obligations.

Approach

The approach for establishing the TechShare Help Desk as a unit that will perform support responsibilities is to:

- ▶ Define the primary responsibilities of TechShare.Juvenile and JCMS.Basic Production Management as
 1. Help Desk Support for TechShare.Juvenile and JCMS.Basic
 2. Production Operations Management
 3. Release Management
 4. Application QA Testing
 5. Maintenance of the Baseline User Guide
- ▶ Define the guidelines, role/responsibilities, and procedures associated with these TechShare.Juvenile and JCMS.Basic Production Management activities (*these processes will interact with each other and may be adjusted after implemented to facilitate process improvement*)

With these items defined and the TechShare Help Desk formalized, the processes and procedures will be institutionalized as the unit's methodology.

Help Desk Support

Overview

The following describes the processing path for issues and defects including decision points for escalation and defect management to be utilized and integrated into the TechShare Help Desk. Specific warranty service level details (i.e., respond resolve timelines) required for support staff availability and levels of service related to TechShare.Juvenile and JCMS.Basic consistent with the Service Levels documented in **Appendix A**.

Definitions

Term	Definition
End Users	County and external agency personnel who utilize the systems in completing their daily work activity
TechShare Help Desk	Conference of Urban Counties (Urban Counties) staff who: <ul style="list-style-type: none"> ▶ Monitor/track/resolve and/or properly route/close Problem Tickets and emergency End User calls regarding properly escalated TechShare.Juvenile and JCMS.Basic Issues ▶ Facilitate defect resolution
Problem Ticket	An issue logged into the issue management system and saved in order to acquire an assigned ticker number
Issues	User experiences which have an adverse impact if not resolved, or are of concern to the user, and require escalation in a Problem Ticket to the TechShare Help Desk include: <ul style="list-style-type: none"> ▶ Application Defects – Problems encountered with Application features functioning as designed and/or as identified in the technical requirements ▶ Business Need – recommendations for improvement to the application that may require additional development ▶ Performance Problem – problem related to system connectivity or speed ▶ Training Material Issue – Problems encountered with User Guide and/or recommendations for improvement of those materials ▶ Database Issue – Problems with system tables ▶ Enumeration Issues – Problems with hard coded system values
Severity Level 1 Issue	Critical issues: defined in Appendix A as a problem or outage that directly impedes client's ability to carry out essential business functions, highest priority issues, have precedence over Level 2 and Level 3 Issues

Severity Level 2 Issue	Urgent Issues: defined in Appendix A as problems that hamper the client's use of a function, but does not prevent carrying out essential business functions, high priority issue, secondary to Level 1 issues but have precedence over Level 3 Issues
Severity Level 3 Issues	Normal Issues: defined in Appendix A as problems that, if corrected, would improve the use or functionality of the system, low priority
HIMS	Help Desk Issue Management System – software application initially used by support staff (<i>at the time of help desk implementation</i>) for Problem Tracking to document and track issues
SLA	Service Level Agreement: service expectations agreement between the party being served (customer, i.e. users) and the serving party
Tiers of Support	Distinctive units and/or individuals that provide support along the Problem Ticket escalation path, by addressing particular ticket types, using the Problem Ticket to document/track status of the issue to resolution and/or closing of the ticket
Problem Ticket Escalation	Movement of a Problem Ticket from one tier of support to a higher tier

Problem Ticket Management

The default status of all problem tickets when saved by an individual opening a ticket is "Submitted." Definitions for all status labels to be used are included in **Appendix B**.

Basic Status Definitions

Submitted	Status of a new Problem Ticket until reviewed by the Help Desk
In Progress	Issue submitted, assigned to Product Owner, Urban Counties Staff, or other entities and currently under evaluation or correction.
Closed	Issue submitted and closed. Example items include database changes for county configurable values, and updates to user tables.
Closed to Backlog	Feature change or a usability issue.
Closed – Training Issue	Issue submitted by a user in which the problem was resolved by providing additional instruction on the functionality of the system.

Support Structure

Expectations for support staff include the designation of “Tiers of Support.” The use of tiers will ensure that each problem ticket is viewed quickly by county or local agency support staff, then resolved or properly routed to the TechShare Help Desk. Documentation must be made available to the TechShare Help Desk when planning county implementation, which detail the specific county and associated agency internal escalation procedures for Tier 1 and Tier 2. This documenttton should include identification of primary and secondary contacts, and escalation activities within the participating county (and their local agencies) in order to effectively manage expectations across all tiers of support.

Tier 1 and Tier 2 – County and Local Agency Support staff that assess, document, resolve and close problem tickets within their county or agency as defined in internal procedures (consultation with TJPC in some instances may be required) and/or escalate tickets to Tier 3. Designees of Tier 2 will call and/or detail the issue in a HIMS Ticket. HIMS instructions are defined in **Attachment B**. They will also escalate any issues clarified as TechShare Help Desk responsibilities when defining SLAs (i.e., defects, performance problems, service requests, etc.) by properly documenting the issue in a Problem Ticket, properly categorizing the issue and assigning it to Tier 3. For TechShare.Juvenile, each participating organization will assign a local Product Owner who is responsible for performing these duties. For JCMS.Basic, the Texas Juvenile Justice Department (TJJD) will assign a Product Owner who is responsible for performing these duties.

Tier 3 – TechShare Help Desk staff comprised of Urban Counties staff that will support Tier 2 staff as information resources and receive escalated Tier 3 tickets (i.e., Defects, Performance Problems, Service Requests, Activity and Business Needs Issues. Rules for communication between Tier 2 and Tier 3 depend on the issue’s severity level. The following table contains instruction for how Tier 2 communicates with Tier 3.

	Issue Severity Level	Communicate Issue to Tier 3 by:
Tier 2	1	<ul style="list-style-type: none"> • Call TechShare Emergency Line • Open HIMS Ticket
	2	<ul style="list-style-type: none"> • Open HIMS Ticket
	3	<ul style="list-style-type: none"> • Open HIMS Ticket

Help Desk Services

Participating organizations will designate key Tier 1 and Tier 2 staff that will perform the first review and assessment of issues. Issues will be documented as a problem ticket only if it is a Tier 3 issue. If/when issues are escalated to Tier 3, the problem ticket will be assessed by TechShare Help Desk staff to verify understanding of the issue and validate that it is properly

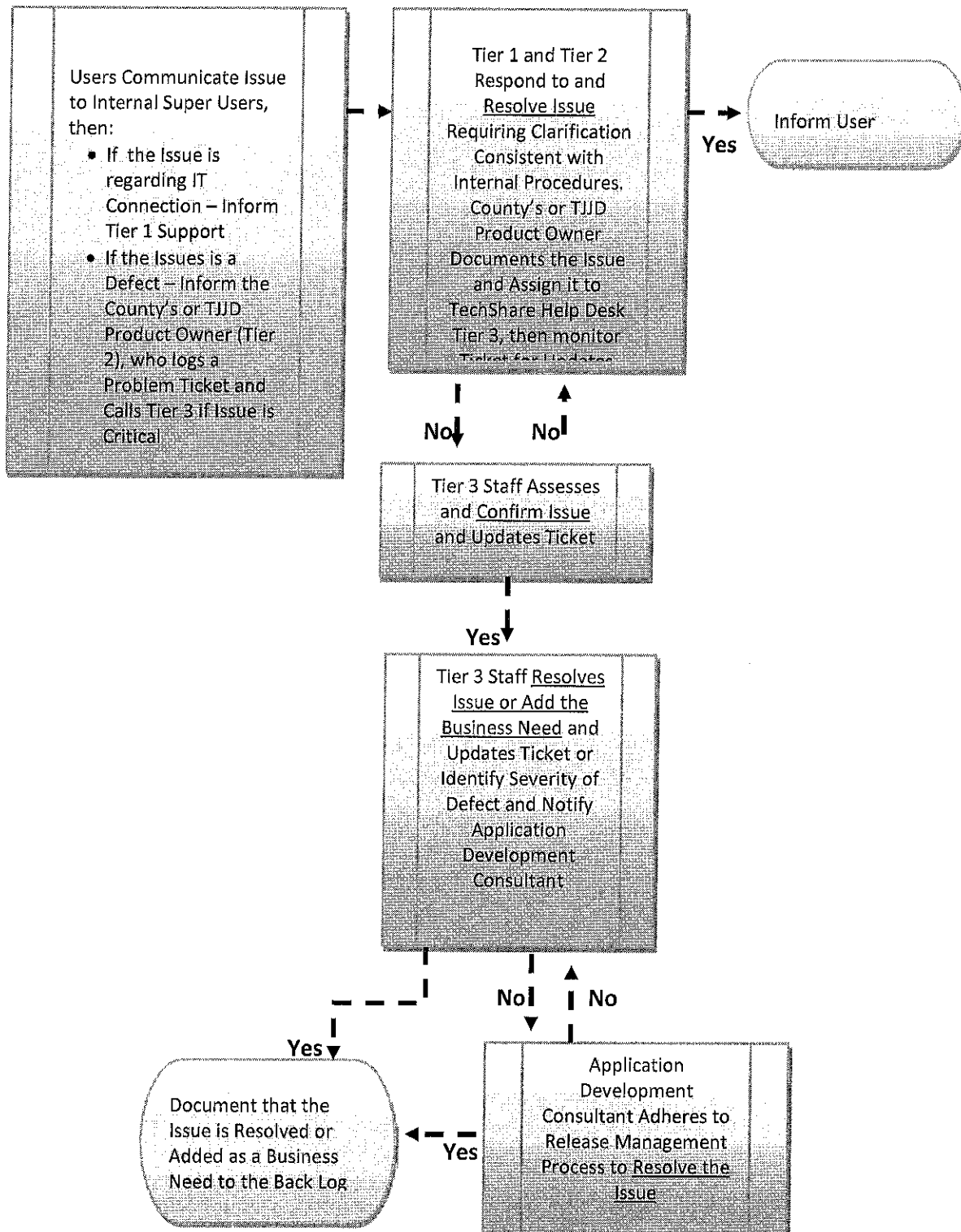
documented and categorized. Improperly documented or unclear problem tickets will be returned to the sender for correction/clarification. The goal of Tier 3 in handling problem ticket will be to resolve/close the issue or escalate it by assigning it to the authority who can ultimately resolve/close the ticket.

FOCUS	SERVICE	ROLE	RESPONSIBILITIES
Problem Tickets	Problem Management	Tier 1 <i>County, Local Agency, or TJJD</i>	<ul style="list-style-type: none"> ▶ Phone support for End Users ▶ Report Issues 24/7 (based on local procedures) to Tier 2 staff who document issues into the problem tracking system
		Tier 2 <i>County, Local Agency, or TJJD</i>	<ul style="list-style-type: none"> ▶ Document issues in problem tracking system, resolve and monitor issues for status updates, close Tickets covering resolved issues 24/7 (based on local procedures): <ul style="list-style-type: none"> ▪ Communicate with End Users ▪ Assess Business Needs recommendations and Resolve issues that require Business Rule clarification ▪ Resolve issues that relate to county configurable tools ▪ Resolve user access and permissions issues ▪ Update county configurable TechShare.Juvenile or JCMS.Basic values ▶ Escalate tickets to Tier 3 ▶ Call Tier 3 regarding Critical Issues
		Tier 3 <i>Tech Share Help Desk</i>	<ul style="list-style-type: none"> ▶ 24/7 Emergency Phone Support <ul style="list-style-type: none"> ▪ Maintain around the clock availability ▪ Address all issues in accord with Service Level Requirements ▪ Institute and Maintain an On Call/After Hours Support Methodology (Appendix C) consistent with Appendix A ▶ Process Incoming Problem Issue Tickets during regular business hours: <ul style="list-style-type: none"> ▪ Validate issue as a Tier 3 issue and route properly for resolution ▪ Address performance issues

			<ul style="list-style-type: none"> ▪ Address Database issues ▪ Update system tables ▪ Resolve issues that relate to configuration ▪ Feature issues - move to Backlog <ul style="list-style-type: none"> ▶ Use a dedicated phone line to receive calls from and contact county Tier 2 staff. ▶ Facilitate successful completion of scheduled Network Events and facilitate reversal of system outages ▶ Facilitate Problem Management Meetings <p>Escalate Feature-Bugs HIMS Tickets (<i>Defect Management Process defined in project Statement of Work Warranties</i>)</p>
--	--	--	---

Help Desk Workflow

(the primary action for the individual steps in this process are underlined)



Production Operations

Overview

Information in this section is intended to define the operational responsibilities to be fulfilled by TechShare Help Desk management for purpose of supporting the systems during production operations. Identification of a Systems Support Manager responsible for designing and documenting the methodologies to be used and to manage these responsibilities is required. TechShare Help Desk staff will perform and/or assist other CUC staff in performance of these duties.

Production Operations Services

FOCUS	SERVICE	ROLE	RESPONSIBILITIES
Production Operations	Systems Support	TeshShare Help Desk Manager or Agent	<ul style="list-style-type: none"> ▶ Monitor and Enforce SLAs: <ul style="list-style-type: none"> ▪ Define/Monitor the Support SLAs with Counties ▪ Monitor Vendor SLA status for development as well as Network and Server Services ▪ Enforce SLA obligations ▶ Coordinate New Agency On-boarding Activities <ul style="list-style-type: none"> • Establish County/TechShare.Juvenile or JCMS.Basic Environments Connectivity ▪ Data Conversion ▪ Data Validation ▪ Pilot ▶ Coordinate Planned Network Events/Outages and communicate to County Contacts
	Security Management	TechShare Software Dev Manager	<ul style="list-style-type: none"> ▶ Provide Security Management Plan ▶ Manage Master Data Tables ▶ Disaster Recovery <ul style="list-style-type: none"> ▪ Document Disaster Recovery Procedures ▪ Facilitate testing of transitions
Reporting	Performance Reports	TechShare Help Desk Manager or Agent	<p>Help Desk Reports including:</p> <ul style="list-style-type: none"> ▶ Open Issue Status (Number and Category of tickets opened, trends and outstanding issues) ▶ SLA Status (Respond/Resolve statistics) ▶ Network Availability (Network connectivity stats) ▶ Website Stats
			Help Desk Evaluation (results or periodic surveys)
			Vendor Evaluation and Performance Monitoring Reports:

			status for 3rd Tier Support (did they pass/fail SLA)
--	--	--	--

Release Management

Overview

This section provides expectations for managing Application releases, by identifying the approach as well as the associated roles and responsibilities. Procedures for Application Release Management include deployment of code generated to resolve defects as well as for deployment of code developed as a result of the Feature Definition, Design and Approval Process.

Release Management Approach

The approach for establishing the Release Management approach for organized, scheduled distribution of code to the user community, is to define the Release Management services, roles and responsibilities. The following table includes release management considerations for releasing code to correct defects and deploy Features.

Release Management Services

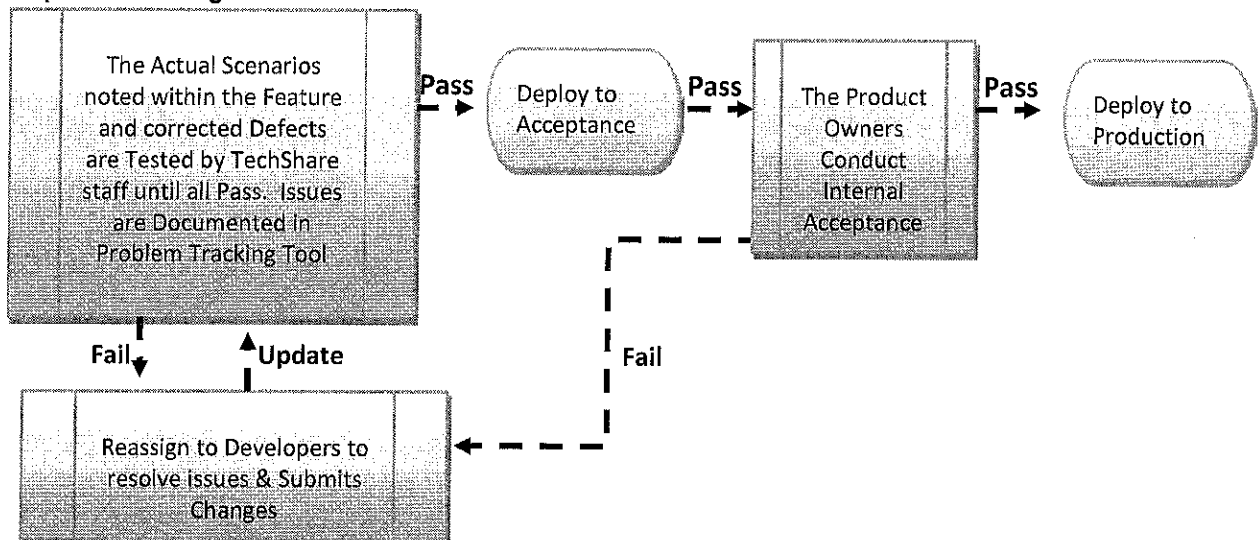
FOCUS	SERVICE	ROLE	RESPONSIBILITIES
Defect Management	Systems Support	Tier 2, Tier 3 & CUC Staff	<ul style="list-style-type: none"> Analyze Issue Open Problem Ticket defining Defect Update Problem Ticket Status Assign Issue to Developer and Test code update
Feature & Defect Testing	Testing QA & Oversight	TechShare Help Desk/QA Manager or Agent	<p>Acceptance Testing responsibilities include:</p> <ul style="list-style-type: none"> Document and Formalizing Acceptance Testing methodology (current methodology is defined by the Pre Production Defect Management Process) Design Actual Test Scenarios for Feature Acceptance Testing, as well as for defect fixes when applicable Ensure that all requirements noted as "Actual Test Scenarios" noted within the Features are tested and function as designed prior to delivery to the county for testing Ensure that all Issues/Exceptions found during testing are documented and resolved before code deployment Coordinate acquisition of County Certification upon completion of test Oversight manage the migration of Acceptance Test

			functionality into Release Test Scripts
	Acceptance Testing	Tier 3 & County /Local Agency Staff	<ul style="list-style-type: none"> ▶ Test functionality of system updates as defined in Features and/or other release documentation ▶ Test functionality of system updates to fix defects ▶ Document Test Issues/Exceptions in Problem Tickets and route appropriately
	Performance Testing	TechShare Help Desk Staff	<ul style="list-style-type: none"> ▶ SLA Performance Testing
Application Deployment	Deploy New Code	TechShare Development Center Manager or Agent	<ul style="list-style-type: none"> ▶ Verify that the version of the Application is correct ▶ Deploy code to the all environments ▶ Apply Configuration changes to all environments

Acceptance Testing

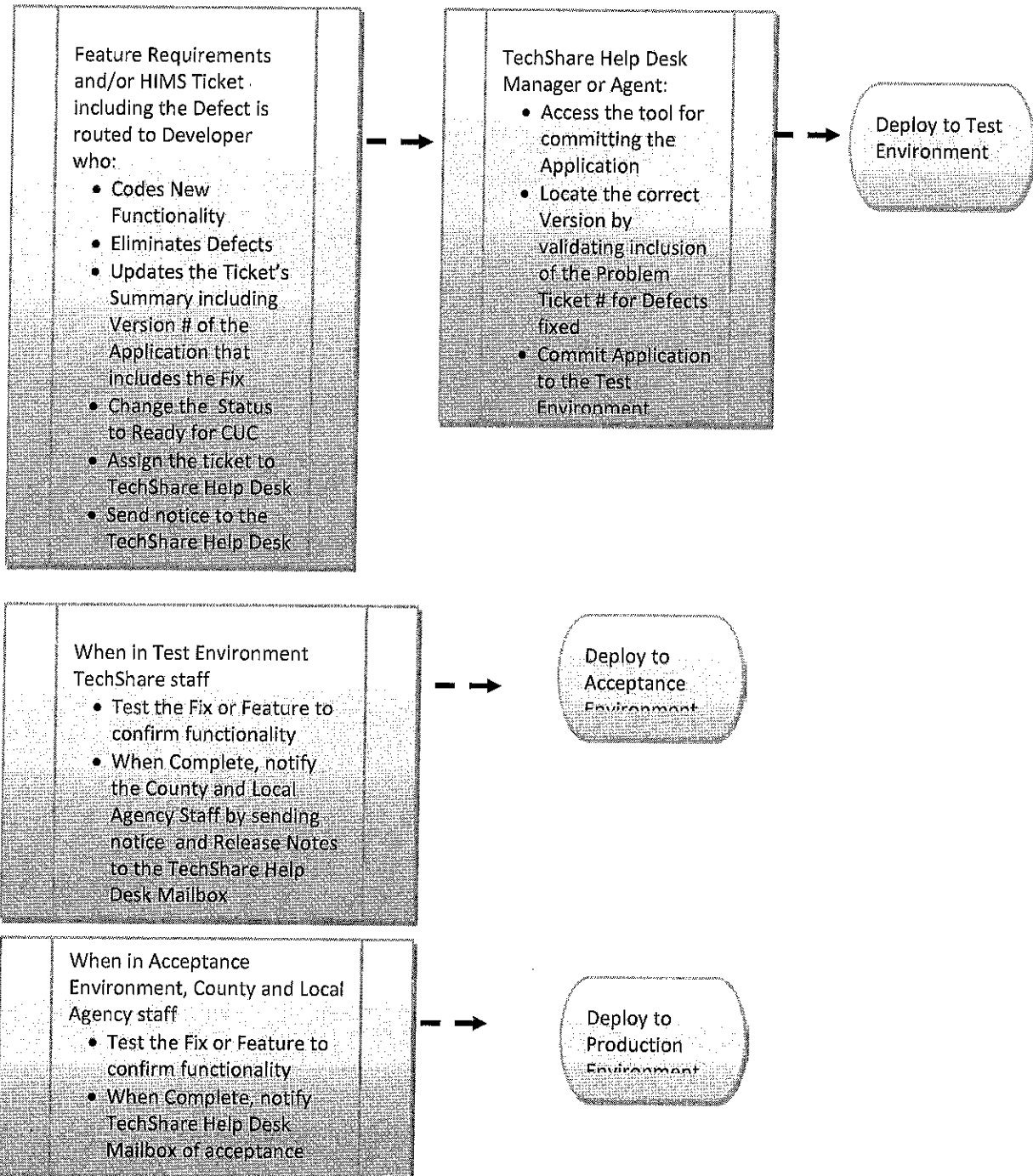
The purpose of Acceptance Testing is to verify that the application works in an integrated manner and to validate that the requirements have been implemented into the software according the design specifications, before submitting the application for testing in the county(s). This phase of testing serves as the bridge between development and implementation, and it confirms that the system performs as designed and fulfills functional requirements.

Acceptance Testing Process



Application Deployment

Deployment of updated code will take place when developer correction of defect or Feature function is complete. A HIMS ticket will be generated to describe any defect including those noted during Feature testing. The process for handling these tickets is represented in the workflow above. The following diagram depicts the movement of new features and fixes from development to production, if/when no issues exist that require developer intervention.



QA Usability Testing

The ongoing practice of developing and coordinating iterations of Usability Testing will continue as a function managed by the QA Test Manager. The responsibilities include:

- ▶ Coordinate meetings required for designing scenarios for Usability Testing
- ▶ Coordinate development of test tools and manage test schedule
- ▶ Facilitate test sessions and training of assisting resources
- ▶ Compile test data and report test results

Core User Guide Management

A baseline copy of User Guide will be managed by the TechShare Help Desk. TechShare.Juvenile and JCMS.Basic User Guides, and a Training Guide were generated for pilot testing or are currently in production. The documents will be updated prior to implementation of the new version of the systems. Responsibilities for maintaining the User Guide include:

- ▶ Design and document a methodology for managing the baseline User Guide
- ▶ Tracking system updates and documenting the changes within the User Guide and/or communiqués to the user community
- ▶ Manage the repository for training material

Appendix A – Service Levels

The following table includes details of the contractually required service availability and levels of service to be provided, related to TechShare.Juvenile and JCMS.Basic.

Service Level	Definition	Service Level Requirement
Severity Level 1 Issue	Critical Issues: a problem or outage that directly impedes client's ability to carry out essential business functions, highest priority issues, have precedence over Level 2 and Level 3 Issues	<ul style="list-style-type: none"> 95% Response within 1 hr 100% response within 2 hrs Participant and Urban Counties must designate management rep responsible for review of problem and concurring with Level 1 designation and plan for resolution Resolve according to plan and consult until resolved with temporary fix, patch or permanent solution
Severity Level 2 Issue	Urgent Issues: problems that hamper the client's use of a function, but does not prevent carrying out essential business functions, high priority issue, secondary to Level 1 issues but have precedence over Level 3 Issues	<ul style="list-style-type: none"> 95% Response by next business day 100% within two business days. Resolve by continuous work during normal business hours until resolved with temporary fix, patch or permanent solution
Severity Level 3 Issues	Normal Issues: problems that, if corrected, would improve the use or functionality of the system, low priority	<ul style="list-style-type: none"> 95% Response within 5 Business Days of impact assessment and planning for release 100% within 15 business days Resolve by joint planning with funding counties Permanent fix, to follow a temporary fix, is assigned its own severity level

Appendix B - Problem Management

The default status of all problem tickets when saved by an individual opening a ticket is "Submitted."
Definitions for all status labels to be used are:

Status Definitions Table

Status	Definition	Action to Take
Submitted	Status of a new Problem Ticket until reviewed by the Help Desk	<ul style="list-style-type: none"> • Change Status to In Progress, • Update the Summary (starting below the current summary info) with the current Date, your initials and the action you are taking • Assign the ticket to appropriate support personnel then • Save the ticket • Send an email to the support entity to whom the ticket is assigned giving the issue number in the subject and a brief description within your email(copy and paste the original issue summary) • Document specifics of the ticket in the HIMS Assessment Spreadsheet
In Progress	Issue submitted, assigned to Product Owner, Urban Counties Staff, or Headspring and currently under evaluation or correction.	<p>After the issue is resolved</p> <ul style="list-style-type: none"> • Update the ticket status to Ready for Help Desk to Test • Assign the ticket to TechShare Help Desk
Ready for Help Desk to Test	Status assigned to Problem Ticket by Developer, Database and other staff that resolves the issue noted in a ticket. This queue should be used also to identify issues to be included in Release Notes.	<p>Test within the "Test Environment" to validate that the issue is resolved. Subsequently:</p> <ul style="list-style-type: none"> • Move the ticket to the "Ready for County Validation" Queue • Document the Version # in the Comment column of the HIMS Assessment Spreadsheet • Begin documenting the "Defects Fixed" list for the next release to Production • Deploy Fixes to Acceptance – if necessary

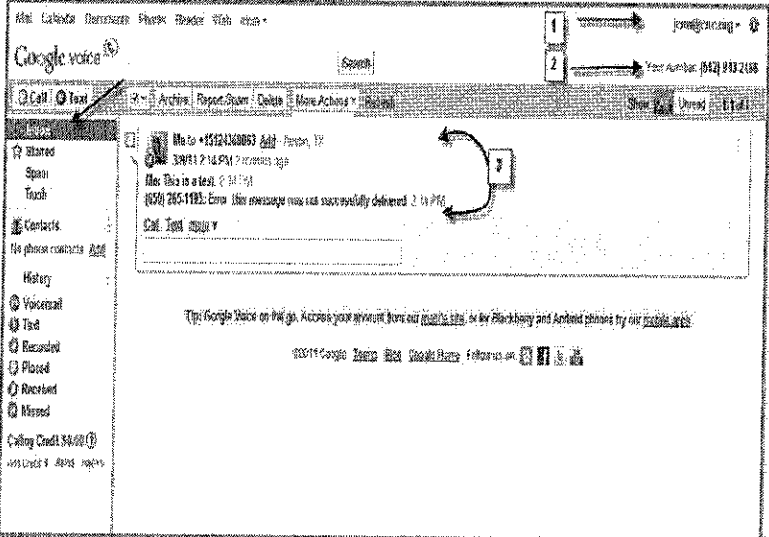
Ready for RL Consideration	Status assigned to items that are requests for Feature changes (not bugs)	Assign to TechShare.Juvenile System Resource Manager
Pending County Validation	Status assigned to items after validating them in the Test Environment	<ul style="list-style-type: none"> • Send email notice to the person who initiated the ticket asking that they validate the fix in Acceptance or Production (whichever is applicable) • Close the ticket if the ticket initiator responds via email asking you to do so • Update the Spreadsheet comment column for any issues closed by the county or that they ask you to close
Closed	Issue submitted and closed. Example items include database changes for county configurable values, and updates to user tables.	<ul style="list-style-type: none"> • Close ticket • Check Spreadsheet looking for any tickets you don't see, in order to find tickets closed by the County • Update Spreadsheet Final Status column to include the version number of the deployment to Production or the phrase "moved to production" and the date moved.
Closed to be Deployed to Production	Feature Package Issues tested by CUC in the Test Environment and in Acceptance but not yet deployed to Production.	<ul style="list-style-type: none"> • Update Spreadsheet comment • Include in Release Notes
Closed to Backlog	Feature change or a usability issue.	
Closed Training Issue	Issue submitted by a user in which the problem was resolved by providing additional instruction on the functionality of TechShare.Juvenile or JCMS.Basic.	<ul style="list-style-type: none"> • Update Training Materials

Appendix C – On Call/After Hours Support

Methodology

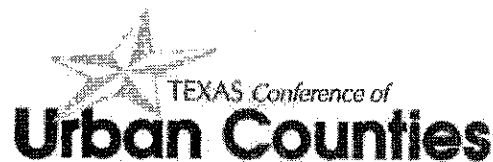
Topic	Subtopic	Details
Support Expectations	Requirements	<p>On Call/After Hours Support is required outside of the regular Monday through Friday normal business hours, to ensure that response to Critical Issues occurs within the required timeline:</p> <ul style="list-style-type: none"> • 95% Response within 1 Hr • 100% Response within 2 hrs <p>A Critical Issue is:</p> <ul style="list-style-type: none"> • A highest priority problem or outage that directly impedes the ability to carry out essential business functions
	Tier 1 and 2 Support Responsibilities	<ul style="list-style-type: none"> • Assess an issue as a Critical Issue • Confirm whether the issue is within the application and/or beyond the firewall within which the Tier 1 representative is responsible <ul style="list-style-type: none"> ○ Confirm issue responsibility with or as the internal designated Management Rep responsible for review of problems ○ Utilize internal tools and procedures to resolve critical issues inside the firewall ○ Facilitate resolution of Critical Issues beyond the firewall with temporary fix, patch or permanent solution as defined by the designated internal and CUC Management Reps responsible for review and concurrence and resolution plan
	Tier 3 Support Responsibilities	<ul style="list-style-type: none"> • Respond to the call reporting a Critical Issue <ul style="list-style-type: none"> ○ Utilize After Hours support tools and procedures ○ Confirm issue responsibility with or as the CUC designated Management Rep responsible for reviewing Critical Issues ○ Resolve Critical Issues beyond the firewall with temporary fix, patch or permanent solution as defined by the designated internal and CUC Management Reps responsible for review and concurrence and resolution plan

On Call/After Hours Support Procedures	Tier 1 and 2 After Hours Reporting Procedures	<p>Reporting the Issue:</p> <ol style="list-style-type: none"> 1. Log the issue in HIMS 2. Confirm whether the issues is County IT Related or a system problem within the application or beyond the County firewall. 3. Call to report the Firewall Critical Issues – 512/943-2466 (24/7, 365 days/year). Report critical issue to the TechShare Development Center on call staff if the issue is a problem beyond the County firewall and/or within TechShare.Juvenile or JCMS.Basic functionality that prevents user(s) from completing work. <p>If the Emergency Call is missed by on-call support the caller is able to leave a voice message and Google Voice captures call information: including the caller's #, Date and Time of the call.</p>
	Tier 3 On Call/After Hours Support Procedures	<p>Receive the Emergency Call or Retrieve the Emergency Message:</p> <p>A call from the phone used to report the problem, is received by the phone belonging to the individual on-call supporting Critical Issues</p> <ol style="list-style-type: none"> 1. Document the Problem specifics <ol style="list-style-type: none"> a. Caller Name _____ b. Caller Contact Information _____ c. County and Site _____ d. Issue Description _____ e. How Confirmation was acquired that the issue is within the application or beyond the firewall _____ 2. Contact TechShare Development Manager to report the issue: 512-552-1500. 3. Consult with TechShare Development Manager and/or designated project management to confirm issue responsibility
CUC Support Tool	Google Voice	<p>On the site you can check the voicemail inbiox, set the phone numbers to forward to and configure the account. Accessing Google Voice:</p> <ol style="list-style-type: none"> 1. Log into Google Voice: https://www.google.com/voice

Support Schedule	Google Voice Tips	2. Google Account: <u>jcms@cuc.org</u> and Password: 1801lamar
		 <p>Upon login into Google Voice, you're taken to the TechShare Inbox displaying:</p> <ol style="list-style-type: none"> 1. The Account Name 2. The Account's Google Voice Number 3. The most recent Message

TechShare.Juvenile and JCMS.Basic System Response Time and Throughput Requirements

Performance Service Levels



1. Version Information

Version History				
Version #	Date	Revised By	Reason for Change	Publish Date
1.0	09/03/2010	James Hurley	Initial Version	09/03/2010
1.1	09/08/2010	James Hurley	Revisions from Technical Committee Meeting 09/08/2010	09/08/2010
1.2	09/15/2010	Dustin Wells	Added clarifications and changes based on review	09/15/2010

2. Approval History

Participant Approval			
Approver Name	Project Role	Signature/Electronic Approval	Date
	Dallas County		
	Tarrant County		
	TJJD		
	Headspring		



Overview

The purpose of this document is to outline the following areas related to performance service levels for JCMS.

- Target Production Service Levels
- Target Benchmark Server Performance Service Levels
- Testing Process to Verify Performance Service Levels
- Process to Address Shortfalls in Performance Service Levels

Unless otherwise noted, "JCMS" shall refer to both TechShare.Juvenile and JCMS.Basic.

Target Production Service Levels

Purpose

The Target Production Services Levels are the responsibility of the Urban Counties. The Consultant will provide support as needed. The aggregate performance of the system in a production configuration must support service levels based on the projections of the number of users and the volume of transactions for each user. These service levels will fluctuate as more users are added to the system. The system must be scalable in order to meet these changing service levels. Scalability can be achieved through horizontal scaling. Horizontal scaling involves adding more servers to a cluster to handle the additional volume.

JCMS and its associated components serve many different types of transactions. Each has their own unique criteria for processing and therefore their unique service levels.

This document provides the expected Services Levels within the following areas:

- Web Traffic
- Scheduled Tasks
- Data Migration
- Web Service

Within each section, service levels are based on the following projection of users for the counties of Dallas and Tarrant, and the JCMS.Basic Counties:

JCMS Users	Logged In Users	Concurrent Users*	Transactions per Minute
6500	975	650	1300

**Assumes 10% of users are on concurrently*

Concurrent Users

In JCMS, a concurrent user is defined as a logged in user who is actually running transactions on the system. A logged in user is signed on to the application but is idle.



Web Traffic Service Levels

Web traffic is the HTML transactions which the application serves. This HTML traffic is the human readable traffic which is viewable in a user's browser. In JCMS, for example, web traffic consists of users logging to the application, searching for juveniles, adding information about juvenile, and viewing forms.

Web Traffic throughput is the number of HTML transactions a system can process in a given amount of time. In JCMS we are measuring throughput as the number of page views which can be processed per minute from the point of view of processing time. A **page view** is the request to load a single HTML page from a server.

Processing Time is the measure of time it takes for a server to receive a request, fill the request, and send the response. *Processing time does not include the latency it takes for the request to reach the server from the client and for the response to reach the client.*

Measure	Target
Web Traffic Throughput	1100 transactions / min

Response Time is the measure of the total amount of time, from the client's perspective, a system takes to process a HTML request. This includes the processing time of the system and the latency time it takes for the request to reach the server and the response to be returned to the client. **Latency** is the measure of time delay in a system. In JCMS latency is the measure of delay relating to network congestion, security measures such as VPN, and client computer processing.

Response times can vary based on the complexity and/or data involved in the web traffic transaction. The JCMS web traffic transactions have been grouped into categories and each category has been assigned a response time target. In the JCMS application each page will be associated with a category and the response time measured for the page.

Response Time Categories	
Measure	Target
Search/Pick	3 sec
View/Add/ Update	3sec
Upload/View Attachment	10 sec
Report/Maintenance	20 sec
Login/Logout	2 sec
Workflow/Messaging	3 sec

Scheduled Tasks Service Levels

Scheduled tasks, also known as batch jobs, are time based transactions which execute against the system typically used to integrate with 3rd party applications, produce reports, and execute periodic business events. JCMS has several scheduled tasks used which run periodically throughout a business day. While these specific tasks do not directly impact users, they do provide imported data and update the system. It is imperative for these types of transactions to run in a timely manner to prevent a backlog and to impact users.

The **scheduled task throughput** is the measure of number of transactions which are processed a given period of time. In the case of JCMS, this is defined as the number of tasks processed per minute.

Measure	Target
Scheduled Task Throughput	100 transactions / min

Data Migration Service Levels

As functional updates are made to an application, periodically database changes will need to be made in order to support the new functionality. These database changes sometimes require data already in the database to be altered due to the database change. In these cases, migration scripts are written to migrate the data from the previous format to the new format. Typically, the application is taken off-line in order to perform a functional update, especially one involving database changes. In order to minimize the downtime of the application, migration scripts must run quickly and efficiently.

The **data migration script execution time** is the measure of time it takes for a single database migration script to process.

Measure	Target
Data Migration Script Execution Time	20 min

Web Service Invocation Service Levels

A **web service** is a software transaction designed for machine-to-machine communication over the network. Web services are used to integrate systems. A web service can expose the same functionality as a web page such as viewing data, adding data, and editing data. Web services can be used in both synchronous and asynchronous methods of communication. In synchronous communications, the response time of the web service is critical, much like the response time of a web page. JCMS uses web services to integrate with 3rd party applications.

The **web service invocation throughput** is the measure of the number of transactions processed in a period of time. In the case of JCMS, this is defined as the number of transactions processed per minute.

Measure	Target
Web Service Invocation Throughput	300 transactions / min

Response Time is the measure of the total amount of time, from the client's perspective, a system takes to process a web service request. This includes the processing time of the system and the latency time it takes for the request to reach the server and the response to be returned to the client.

Measure	Target
Web Service Invocation Response Time	1 sec

Target Performance Benchmark Server Service Level

Purpose

The purpose of this section is to outline the service level targets for the application when tested in the Benchmark testing environment. This environment will be used to test and verify the software deliverables and raise any potential shortfalls for resolution.

Environment

In order to verify the performance service levels the application is benchmarked on a single server with a constantly defined set of attributes. The performance benchmark server will consist of a web server and database server defined with the specified hardware and software configurations:

Web Server Configuration

Component	Value
CPU	2 proc * 2.26 GHz
RAM	4 GB
Network Bandwidth	1 GB
Operating System	Windows Server 2008 64-bit
Application Server	IIS 7
Hard Disk Configuration and RPM	10,000 RPM

SQL Server Configuration

Component	Value
CPU	2 proc * 2.26 GHz
RAM	8 GB
Network Bandwidth	1 GB
Operating System	Windows Server 2008 64-bit
Database Server	Microsoft SQL Server 2008
Hard Disk Configuration and RPM	10,000 RPM

Note: These are physically two separate servers.

The performance tests executed to validate the JCMS application performance requirements will be a set of well defined test cases which cover the areas of the system which allow each of the service levels to be measured. These test cases will be used consistently in order to ensure repeatable results.

Server Load Requirements in Order to Meet Target Response Times

In addition to the server configuration and test cases, other variables in the environment must also be consistent. The benchmark server environment will not exceed the following values when verifying the response times of the application.

Component	Value
CPU Utilization	Will not exceed 65% utilization
RAM Utilization	Will not exceed 50% utilization
Disk Utilization	Will not exceed 65% of disk storage capacity
Network Utilization	Network Latency will not affect the controlled environment

Service Levels

The above benchmark server configuration will support the following service levels, which are a subset of the performance service levels. These service levels only apply as they are included in performance test cases or feature packages as outlined in the *Testing Process to Verify Performance Service Levels* Section.

Measure / Service Level Categories	Target
Web Traffic Throughput	300/min
Web Traffic Response Time	
Search/Pick	3 sec
Add/ Update	3 sec
Upload/View Attachment	10 sec
Report/Maintenance	20 sec
Login/Logout	2 sec
Workflow/Messaging	3 sec
Data Migration Script Execution Time	20 min
Scheduled Task Throughput	30/min
Web Service Invocation Throughput	150/min
Web Service Invocation Response Time	.5 sec

* Targets reflect desired performance in an isolated and controlled "benchmark" environment where network latency will not affect the response times.

Testing Process to Verify Performance Service Levels

The following outlines the process for applying and testing the target service levels against the system.

New Software Features

The following applies to the new features and feature packages that are implemented during the amended agreement. During Technical Design, the Urban Counties and Consultant will mutually agree to target performance service levels by assigning the feature to one or more Performance Service Level Categories as outlined in the Service Levels section on Page 23. Following each sprint, the Urban Counties will benchmark the actual performance against the target performance as a part of the acceptance testing process. If the actual performance does not meet the target performance levels, Consultant and Urban Counties will use the process as outlined in the *Process to Address Shortfalls in Performance Service Levels* outlined later in this document.

Existing Software Features

Specific performance test cases will be defined to test the performance service level targets against the existing software developed through Release 7(JCMS 1.07). The Urban Counties and Consultant will work together to define mutually agreeable performance test cases. Following final development and agreement on the performance test cases and execution of the tests, if the actual performance does not meet the target performance levels, Consultant and Urban Counties will use the process as outlined in the *Process to Address Shortfalls in Performance Service Levels* outlined later in this document.

Process to Address Shortfalls in Performance Service Levels

This section outlines the process that will be followed if a tested feature of the system does not meet the stated target performance service levels. Upon notification of a shortfall from actual performance to target performance, the following will process will be followed:

- Urban Counties will notify Consultant with the details of the feature tested, the performance test category being tested, and the test results.
- Consultant and Urban Counties will meet to review the feature or test case that did not meet the performance targets and develop a mutually agreeable mitigation plan which may include an adjustment to the service levels. If the mitigation plan requires a change in service levels then the Oversight Committee must approve.
- If the mitigation plan requires a change in contract amount or feature priority, then Urban Counties will deliver or present the mitigation plan to the Oversight Committee for consideration.
- If the mitigation plan requires an increase to the overall project budget, then the Urban Counties will required to get the approval of the governing bodies of the participants.